



**Herbert, Rowland & Grubic, Inc.**  
Engineering & Related Services

AN EMPLOYEE-OWNED COMPANY

200 West Kensing Drive, Suite 400  
Cranberry Township, PA 16066  
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FAX (724) 779-4711  
www.hrg-inc.com

*Via Email*

March 12, 2018

Ms. Gwen Patterson  
Township Manager  
Township of Aleppo  
100 North Drive  
Sewickley, Pennsylvania 15143

Re: Proposal to Provide Engineering Services  
2018 Road Program  
Township of Aleppo, Allegheny County, Pennsylvania

Dear Ms. Patterson:

Herbert, Rowland & Grubic, Inc. (HRG) is pleased to submit the following Proposal to provide engineering services in response to the Township of Aleppo's request related to the above-referenced project.

#### **GENERAL PROJECT DESCRIPTION**

HRG understands that the Township of Aleppo desires to continue with a program of paving and repair of Township roadways (2018 Road Program). HRG has provided the Township with some preliminary planning estimates and based on discussions with Township Staff, HRG understands that the Township intends to complete work on Sewickley Heights Drive from Sewickley Ridge Drive to the cul-de-sac. Test Cores were performed on February 28, 2018 by Construction Engineering Consultants, Inc. (CEC) to determine the condition, thickness, and material of the roadway base and subbase. Based on the results of the coring, the method of rehabilitation will be determined. In addition to the work identified above, it is our understanding that the Township would like to investigate the possibility of profiling Rhodes Avenue and chip sealing as well.

#### **SCOPE OF SERVICES**

In order to meet your needs, HRG anticipates that the following scope of services may be required this year:

##### **DESIGN**

1. Perform a design-phase Pennsylvania One Call to determine the locations of existing utilities that are part of the One-Call System.
2. Conduct a visual inspection of the Sewickley Heights Drive to determine the bid quantities for the project.
3. Provide a preliminary Opinion of Probable cost to repair/pave Sewickley Heights Drive and Rhodes Avenue. The estimate will be reviewed with the Township Staff to determine the bidding approach for the project.

4. HRG will prepare plan sheets identifying the limits of work, typical sections of the pavement, areas of minor grade adjustment, and island adjustment as required. Due to the layout of Sewickley Heights Drive, it is anticipated that a basic traffic control plan will need to be generated to minimize that impact to the residences of the development.
5. Prepare a Project Manual suitable for bidding the 2018 Roads Program work. Project Manual shall consist of Bid Documents, Administrative Requirements, Technical Specifications and 11x17-inch Plan Drawings for Base Bid items and selected Alternates, with sufficient detail to allow for bidding of the work.

#### **BIDDING**

1. Provide Bid Phase services that include the following:
  - Prepare the advertisement of the project in compliance with the Pennsylvania Code and submit same to the Township for approval and submission to local newspapers. The Township will be responsible for costs of advertisement.
  - Utilize the on-line bidding service, PennBid, to solicit interested contractors for the project.
  - Coordinate the review and responses to any questions received from plan holders with the Township and issue final responses via PennBid. Addenda will be issued if necessary via PennBid. HRG has budgeted for one (1) Addendum.
  - Manage the PennBid system as the designated System Administrator. Due to the ease of the Request for Information (RFI) process when using the PennBid system, HRG has noticed an increase in RFI requests over traditional methods and therefore, has budgeted responding to twelve (12) RFIs.
  - Review the bids received for compliance with the contract, and make a formal recommendation to award the contract to the lowest responsible bidder.

#### **CONSTRUCTION ADMINISTRATION**

1. Provide the following assistance to the Township during the Construction Phase of the Work:
  - HRG will schedule and attend a Pre-Construction conference at the Township offices. HRG will prepare the agenda, sign in sheet, and minutes for the meeting and will be available to walk the project with the contractor.
  - Review and process Contractor submittals, shop drawings, etc. (ten (10) anticipated).
  - Review and provide recommendations to Township Staff on Contractor-submitted Applications for Payment (three (3) anticipated).
  - Review, administer and implement up to two (2) Change Orders.
  - Perform one (1) Substantial Completion Inspection related to work, compile and provide punch list.
  - Perform one (1) Final Completion Inspection to facilitate final payment and contract close-out.
  - Provide and process appropriate documentation related to contract close out.

#### **CONSTRUCTION OBSERVATION**

1. Provide the following assistance to the Township during the Construction Phase of the Work:
  - Perform limited construction observation (spot observation as required) of work in progress or completed by the Contractor (estimated at 60 hours). Provide site visit reports and construction progress photographs (as applicable).

#### **COMPENSATION**

HRG proposes to complete this work for a following fees:

Design, Bidding, and Construction Administration	Lump Sum Fee of	\$13,375.00
Construction Observation	T&M Estimated Fee of	\$ 5,800.00
<b>Total Estimated Project Fee of</b>		<b>\$19,175.00</b>

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This work will be undertaken in accordance with the attached General Provisions, which states that this proposal is valid for 30 days from the date of this letter. Upon authorization by the Township, HRG will proceed with the work. Our policy is to render invoices monthly based on percentage of completion.

Any additional work on the project other than that outlined above is considered supplemental and will be invoiced as such. HRG will submit a written estimate of the associated fees for all additional (supplemental) work and await your authorization prior to commencing with the work.

### COMPLETION

We are prepared to begin the outlined Scope of Services within one (1) week of receiving the Township's written notice to Proceed.

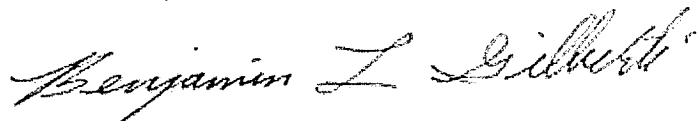
### AUTHORIZATION

We have developed the above-outlined Scope of Services specifically with your project needs in mind. To indicate your acceptance on these terms, and authorize the work to begin, please sign the authorization statement and return a copy to our office.

If you have any questions concerning our proposal, including the Scope of Services, the Cost, or the attached General Provisions, please contact me to discuss them in greater detail. HRG appreciates the opportunity to provide you with professional services in this capacity and looks forward to working with the Township on this project.

Very truly yours,

**Herbert, Rowland & Grubic, Inc.**




Benjamin L. Gilberti, P.E.  
Township Engineer

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Enclosures

**ACCEPTED BY:**



TOWNSHIP OF ALEPPO

President  
\_\_\_\_\_  
TITLE

3/27/2018  
\_\_\_\_\_  
DATE

Proprietary Notice

This proposal contains proprietary information regarding Herbert, Rowland & Grubic, Inc. and is a work product containing business sensitive materials. This proposal was prepared in response to your request for your specific project and no portion of this proposal may be shared with any other party.

## GENERAL PROVISIONS FOR CONSULTING AND DESIGN

**ENGINEER:**  
**HERBERT, ROWLAND & GRUBIC, INC.**  
**ENGINEERING & RELATED SERVICES**

**CLIENT:** Aleppo Township

**PROPOSAL/AGREEMENT DATED:** March 12, 2018

**PROJECT:** 2018 Road Program

*These General Provisions set forth herein are included by reference in the Agreement for the performance of engineering services which are described in the Agreement. The Agreement shall take precedence over these General Provisions to the extent that there are any inconsistencies or contradictory statements.*

1. **GENERAL:** Herbert, Rowland & Grubic, Inc. (herein after referred to as HRG) shall provide for CLIENT professional engineering services in any or all phases of the Project to which the Agreement applies. These services will include serving as Client's Professional Engineering Representative for the Project, providing professional engineering consultation and advice and furnishing customary civil, environmental, transportation and related engineering and surveying services as required. HRG's professional services will be performed in accordance with generally accepted principles of engineering practice. It is understood that HRG shall not be held liable for work performed by other parties, for the accuracy of data supplied by other parties upon which HRG may rely, or for testing or inspection work performed by other parties.

2. **TIMING OF PROPOSAL:** HRG agrees that the Proposal/Agreement shall remain open and may be accepted by the CLIENT for thirty (30) days from the above date. Acceptance of the Agreement after the end of the 30-day period shall be valid only if HRG elects, in writing, to reaffirm the Proposal/Agreement and waive its right to reevaluate and resubmit the Proposal/Agreement.

3. **CONDUCT OF THE WORK:** All concept, preliminary and final plans will be submitted to CLIENT or its authorized representative for approval concurrent with proceeding to attempt to secure approvals by local, county, state and all other governmental authorities having jurisdiction over the Project. In the event CLIENT does not respond to such submission within five (5) days, it shall be considered to have been given its approval.

Survey work is weather dependent, and HRG cannot always guarantee the time or date a survey crew will be available. HRG recognizes the importance of survey scheduling and will make a good faith effort to meeting clients' needs.

4. **RIGHT OF ENTRY:** CLIENT agrees to provide rights of entry and all permits and permissions necessary for the completion of HRG's service under the Agreement at no cost to HRG.

5. **USE OF DOCUMENTS:** All documents are instruments of service with respect to this Project, and HRG shall retain an ownership (including exclusive copyright) and property interest therein (including the right of reuse at the discretion of HRG) whether or not the Project is completed. CLIENT may make and retain copies of Documents for information and reference in connection with use on the Project by CLIENT. Such Documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse or modification without written verification or adaptation by HRG, as appropriate for the specific purpose intended, will be at CLIENT's sole risk and without liability or legal exposure to HRG or to HRG's Consultants. CLIENT shall indemnify and hold harmless HRG and HRG's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom. Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle HRG to further compensation at rates to be agreed upon by CLIENT and HRG.

Copies of Documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by HRG. Files in electronic media format of text, data, graphics, or of other types that are furnished by HRG to CLIENT are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30-day acceptance period will be corrected by the party delivering the electronic files. HRG shall not be responsible to maintain documents stored in electronic media format after acceptance by CLIENT.

When transferring documents in electronic media format, HRG makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating

systems, or computer hardware differing from those used by HRG at the beginning of this Project, nor does HRG confer or transfer any software license or right to use with the conveyance of data files.

6. **COPYRIGHT:** HRG is the exclusive owner and has the exclusive copyright to documents prepared for this Project and will grant a license to use said documents for the Project to the CLIENT upon the CLIENT's payment in full of all invoices rendered by HRG. CLIENT may not in turn transfer said license except as provided in Paragraph 9 of these General Provisions. The failure of HRG to obtain copyright registration shall not affect or impair HRG's ownership of these documents.

7. **INDEMNIFICATION:** CLIENT will indemnify and hold harmless HRG, its officers, directors, shareholders, or agents, employees, consultants and subcontractors from and against any and all liabilities, damages, or expenses in connection with any personal injury or property damage arising out of or in any way connected with the negligence, reckless, or intentional acts or omissions by CLIENT, its officers, directors, agents, contractors and employees. CLIENT further agrees to indemnify and hold harmless HRG for any and all fees and expenses incurred in enforcing or defending HRG's right under this Agreement or the performance of its duties under this Agreement.

HRG may settle any claim for which it has a right of indemnification against CLIENT without CLIENT's consent. Notwithstanding that settlement documents shall state that HRG does not admit liability and that it is a disputed claim, HRG shall not be required to prove its liability or the reasonableness of the settlement to obtain indemnification from CLIENT.

8. **INSURANCE:** HRG and its agents, employees and consultants are covered by Worker's Compensation insurance and have limited coverage under public liability and property damage insurance policies. Certificates of insurance will be provided upon request. HRG shall not be responsible for any loss, damage, or liability beyond the amounts, limits and conditions of such insurance. Additional coverage may be obtained at the CLIENT's expense. Failure to exercise this option waives any claims of liability beyond such limits. If the CLIENT obtains a builder's risk policy for the construction phase of this Project, HRG shall be a named insured.

9. **ASSIGNS:** CLIENT and HRG each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations of this Agreement. Neither CLIENT nor HRG shall assign or transfer any rights under or interest in this Agreement without the prior written consent of the other, except to the extent that the effect of this limitation may be restricted by law.

10. **SUBCONSULTANTS:** HRG has the right to employ or retain such independent consultants, associates and subcontractors as it may deem appropriate to assist it in the performance of the services required.

11. **SAFETY RESPONSIBILITY:** HRG is not responsible for any safety precautions or programs of the CLIENT or any contractors working on the Project except for the safety of HRG's own employees.

12. **CONTROLLING LAW:** The Letter Agreement is to be governed by the laws of the Commonwealth of Pennsylvania which is the principal place of business of HRG.

13. **HAZARDOUS SUBSTANCES:** CLIENT represents and warrants to HRG that it has and will comply with all obligations imposed by applicable law upon the generation, storage or disposal of hazardous substances and/or waste and that it will promptly notify HRG of any notices concerning such matters. CLIENT agrees to hold harmless, identify and defend HRG from and against any and all damages and liabilities and expenses arising out of or in any way connected with the presence, discharge, exposure, release, or escape of hazardous substances, or wastes of any kind, excepting only such liability as may arise out of the sole negligence of HRG in the performance of services under this Agreement.

14. **PAYMENTS:** Invoices will be submitted by HRG on a monthly basis as the work proceeds. Payments will be due and payable in full on receipt of an invoice by CLIENT without retainage, and will not be contingent upon receipt of funds from third parties. If fees are not paid in full within 30 days of the date of the invoice, HRG reserves the right to pursue all remedies, including withdrawing certifications, stopping work on three (3) days' prior written notice, and retaining all documents without recourse. If at any time an invoice remains unpaid for a period in excess of 30 days, interest of the rate of 1-1/2% per month will be charged on past-due accounts. CLIENT agrees to indemnify and hold harmless HRG from and against any and all reasonable fees, expenses and costs incurred by HRG including, but not limited to, court costs, arbitrators and attorneys' fees and other claim related expenses incurred in the collection process.

All invoicing will be substantiated by HRG cost record sheets and work order system, all of which shall be made available to CLIENT upon request and during regular working hours for inspection and audit. Time spent in additional detailing of invoices is considered extra effort on the Project and will be invoiced as additional work along with any related cost of making copies and reproductions. Any increase in HRG's cost after the effective date of the Agreement resulting from state or federal legislation shall be reimbursed by the CLIENT.

Timely payment of invoices is a condition of this Agreement. Failure to make payments in full within the time limits stated above will be considered substantial noncompliance with the terms of this Agreement and will be cause for termination of the Agreement if HRG so chooses.

Unless otherwise agreed in writing, all fees and costs payable to HRG pursuant to this Agreement are payable at HRG's principal place of business in Dauphin County, Pennsylvania. It is hereby agreed that all suits will be litigated in Federal or State Court in Dauphin County, Pennsylvania or any other location at the sole discretion of HRG. Acceptance of payment by HRG elsewhere shall not constitute a waiver of this requirement.

In addition to its other remedies, HRG reserves the right to withhold submission (to CLIENT or any third party municipality or agency) of any plans or other documents and withhold performance of any other term of this Agreement upon default by CLIENT of any of CLIENT's obligation under this Agreement.

15. **TERMINATION:** The obligation to provide further services under this Agreement may be terminated by either party upon three (3) days' written notice in the event of a substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. CLIENT agrees to be liable and pay HRG for all labor done, work performed, materials furnished, and all expenses incurred for all work and additional work up to and including the day work is terminated, in accordance with the notice required under this section. A substantial failure to perform shall also include, but not be limited to, the CLIENT'S inability to provide credit references and/or a credit history acceptable to HRG prior or following the execution of this Agreement. Notwithstanding the above, failure of HRG to request said credit references shall not relieve client of its obligation to perform under the terms of this Agreement.

16. **THIRD PARTY BENEFICIARIES:** Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and HRG, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and HRG and not for the benefit of any other party.

17. **LIMITATION OF LIABILITY:** HRG shall endeavor to perform the services under this Agreement with the care and skill ordinarily used by members of HRG's profession practicing under similar conditions at the same time and in the same locality. There are no other warranties, express or implied, including, without limitations, no warranties of merchantability or fitness for particular purpose, made by HRG in this Agreement or in any reports, opinions, drawings, specifications or other documents furnished by HRG under this Agreement, or otherwise. HRG shall not be liable for the results of services performed with professional care and skill. To the fullest extent permitted by law, HRG's total liability to CLIENT for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, HRG's negligence, errors, omissions, strict liability, intentional acts, breach of contract or breach of warranty shall not exceed the total compensation received by HRG under this Agreement, or the amount paid on behalf of HRG by their insurers in settlement or satisfaction of CLIENT's claims under the terms and conditions of HRG's professional insurance policy or policies applicable thereto, whichever is greater.

18. **DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** It is understood and agreed that HRG's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the CLIENT. The CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation and administration and waives any claims against HRG that may be in any way connected thereto.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold HRG harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of HRG.

If the CLIENT requests in writing that HRG provide any specific construction phase services, HRG will submit additional General Provisions for Construction Services and HRG shall be compensated for these Additional Services.

19. **RECORD DRAWINGS:** Record Drawings will not be prepared for this project unless the CLIENT specifically requests and agrees to compensate HRG for the extra work.

HRG will then prepare a set of reproducible record prints of Drawings showing those changes made during the construction process based upon the marked-up prints, drawings, and other data furnished by the Contractor(s) to HRG and which HRG considers significant. It is noted that HRG was not present nor involved in the construction project and has no information pertaining to the validity or completeness of the marked-up prints provided by the Contractor(s). Because these Record Drawings are based on unverified information provided by other parties which will be assumed reliable, HRG cannot and does not warrant the accuracy.

20. **CONTRACTOR/MANUFACTURER SUPPLIED DESIGNS:** The Work may require the furnishing and supplying of design services for such products as pre-manufactured buildings, tanks, special structures and systems, etc. CLIENT shall not hold HRG responsible for any such design which is furnished by others.

21. **OTHER WORK:** If the CLIENT requests HRG to provide engineering services on other Projects before a written Agreement is consummated for the other Project, the terms and conditions of this Agreement shall apply in full.

22. **AUTHORITY TO SIGN:** The individual signing this Agreement warrants that he has authority to sign as, or on behalf of, CLIENT for whom or for whose benefit HRG's services are rendered. If such individual does not have such authority, he understands and agrees that he is personally responsible for this Agreement to HRG in addition to any liability which CLIENT may have.

23. **MARKETING/ADVERTISING:** CLIENT hereby authorizes and grants to HRG the right to display a company sign at the project site during the construction phase of the project. CLIENT also grants HRG the right to use project related photographs, renderings, artist's depictions, project related articles and the like for marketing and advertisement purposes of the firm without further authorization from or compensation to the CLIENT. HRG will be responsible for securing any applicable permits and/or approvals associated with the installation of said project signs and for all direct costs associated with internal marketing and advertising activities.

24. **ENTIRE AGREEMENT:** These General Provisions, any drawings, plans, plats, and/or exhibits attached hereto, and the Proposal or Agreement to which these items are attached, set forth the entire understanding and agreement between the parties with respect to the subject matter contained therein and shall be binding upon and inure (except as otherwise provided herein) to the benefit of the parties and their respective successors and assigns. This Agreement supersedes all prior documents, agreements, and understandings between the parties with respect to the transactions contemplated hereby.